

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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	:	
UNITED STATES OF AMERICA	:	PETITION UNDER FED. R. CRIM. P. 32.2 AND 21 U.S.C. § 853(n) FOR ADJUDICATION OF PETITIONER'S RIGHT TO SPECIFIC PROPERTY OF \$467,680.00
	:	
- v. -	:	
HO WAN KWOK, a/k/a "Miles Guo," a/k/a "Miles Kwok," a/k/a "Guo Wengui," a/k/a "Brother Seven," a/k/a "The Principal,"		
KIN MING JE, a/k/a "William Je," and		
YANPING WANG, a/k/a "Yvette,"	:	23 CR 118 (AT)
	:	
Defendants.		
-----	X	

I, CHUN LIN (the "Petitioner"), appearing pro se, pursuant to 21 U.S.C. § 853(n) and Rule 32.2(c) of the Federal Rules of Criminal Procedure, hereby respectfully petitions the Court for a determination of the Petitioner's interest in specific property subject to the Court's *Consent Preliminary Order of Forfeiture as to Specific Property/Money* Judgment, signed by Your Honor on January 6, 2025, Court Case Number 23 CR. 118 (AT), (the "Forfeiture Order") which includes various bank accounts, and real and personal properties ("Forfeited Accounts"), to exclude all property in which the Petitioner has right, title, and interest, namely, a sum of \$467,680.00, or four hundred sixty-seven thousand six hundred eighty United States Dollars (the "Property"). This sum comprises of \$302,680.00 (three hundred two thousand six hundred eighty USD) in G|CLUBS

and/or related entities (the “G Clubs Investments”), \$150,000.00 (one hundred fifty thousand USD) in Hamilton Opportunity Fund SPC and/or related entities (the “Hamilton Investment”), and \$15,000.00 (fifteen thousand USD) in H Coin from Himalaya Exchange via Himalaya Farm, and/or related entities (the “H Coin Investment”). In support hereof, Petitioner states as follows:

### **I. Background**

1. From 2021-2022, Ho Wan Kwok, Kin Ming Je, and Yanping Wang (the “Defendants”) and/or their associates solicited the Petitioner to invest in their various ventures and entities.
2. Over this time period, Petitioner invested a total of \$467,680.00 (four hundred sixty-seven thousand six hundred eighty USD), in good faith and unbeknownst of any unlawful intents, into three of the various investment vehicles offered by the Defendants: G|CLUBS, Hamilton Opportunity Fund SPC, and H Coin.
3. On January 7, 2025, Your Honor signed the Order of Forfeiture as to Specific Property/Money Judgment, forfeiting all the assets in the Forfeited Accounts.
4. The Forfeited Accounts contained all of the funds invested by the Petitioner as listed above.
5. For the reasons to follow, Petitioner is seeking the total return of her investment of \$467,680.00 USD.

### **II. G Clubs Investments**

6. In 2021, the Petitioner was solicited, by the Defendants and/or their associates, to invest in G|CLUBS.
7. Petitioner was promised, by the Defendants and/or their associates, to receive lucrative financial returns, exclusive membership benefits, and other incentives.

8. As a result of these claims and promises, the Petitioner invested a total of \$302,680.00 (three hundred two thousand six hundred eighty USD) towards G|CLUBS, as described below.
9. On or about March 22, 2021, Petitioner invested \$50,000.00 USD through a personal intermediary. (Wire receipt attached hereto as *Exhibit "A"*). On March 25 and 26, the personal intermediary forwarded this \$50,000.00 to G|CLUBS via two wire transfers of \$25,000.00 USD, one on each day, under the Order Number HT2103231204291. (Bank statement attached hereto as *Exhibit "B"*)
10. On or about April 23, 2021, Petitioner invested \$50,100.00 USD via a Bank of America personal check dated April 8, 2021 under the Order Number AG2104030731431. (Bank statement and check image attached hereto as *Exhibit "C"*)
11. On or about September 29, 2021, Petitioner invested \$50,080.00 USD via a Bank of America personal check dated August 3, 2021 under the Order Number GK2107290250181. (Bank statement and check image attached hereto as *Exhibit "D"*)
12. On or about October 13, 2021, Petitioner invested \$150,000.00 USD via a Bank of America personal check dated September 18, 2021 under the Order Number ZS2109180957351. (Bank statement and check image attached hereto as *Exhibit "D"*)
13. On or about April 22, 2022, Petitioner invested \$2,500.00 USD via a Bank of America personal check dated April 17, 2022. (Bank statement and check image attached hereto as *Exhibit "E"*)
14. The total amount transferred to G|CLUBS is \$302,680.00 (three hundred two thousand six hundred eighty USD). Upon information and belief, these funds were transferred into Account Number MBI10103-000 at Mercantile Bank International, held in the name of "G Club International Ltd." and seized by the Government on or about October 16, 2022 (23-FBI-

000287), or another related account held at Mercantile Bank International, as well as among other assets of the Forfeited Accounts.

15. Petitioner never received any funds, investment, material benefit, or equivalence back from Defendants or any other party, and suffers a loss of \$302,680.00 USD in G|CLUBS and/or related entities.
16. Petitioner was not involved in, nor was aware of the the commission of the acts which gave rise to the forfeiture of the Forfeited Accounts under 21 U.S.C. § 853.
17. Petitioner was not consulted prior to the entry of the Forfeiture Order. Petitioner had no knowledge that Defendant Wang consented to forfeit the Property.
18. Petitioner has a superior and/or vested legal right, title, or interest in the G Clubs Investments under 21 U.S.C. § 853(n)(6)(A) as an investor and shareholder, which Defendant Wang had no authority to agree to forfeit, and which renders the Forfeiture Order invalid in part.
19. In the alternative, Petitioner is a bona fide purchaser for value of her interest in the G Clubs Investments under 21 U.S.C. § 853(n)(6)(B), and was at the time of purchase reasonably without cause to believe that the property was subject to forfeiture, as she provided the G Clubs Investments to the Defendants under false and fraudulent pretenses.
20. In the alternative, Petitioner is a victim of the Defendants, having been deprived of her G Clubs Investments through unlawfully means, and is entitled to their return.
21. Petitioner is entitled under law to have her G Clubs Investments excluded from the Forfeited Accounts and returned to her custody.

### **III. Hamilton Investment**

22. In 2022, the Petitioner was solicited, by the Defendants and/or their associates, to invest in

Hamilton Opportunity Fund SPC, a/k/a Hamilton M&A Fund.

23. Petitioner was promised, by the Defendants and/or their associates, to receive lucrative financial returns and other incentives.
24. As a result of these claims and promises, the Petitioner invested a total of \$150,000.00 (one hundred fifty thousand USD) towards Hamilton Opportunity Fund SPC, as described below.
25. On or about March 29, 2022, Petitioner invested \$150,000.00 USD via wire transfer to the recipient "Hamilton Opportunity Fund SPC" with the recipient Account Number 5090042770 held at Silvergate Bank. (Wire receipt and statement attached hereto as *Exhibit "F"*)
26. This transfer was facilitated by David Fallon, and receipt was confirmed by Nikhar Garg, both employees of Hamilton Investment Management Ltd, an entity responsible for managing subscriptions to the Hamilton Opportunity Fund SPC, via E-mail communication with Petitioner. (E-mail attached hereto as *Exhibit "G"*)
27. The total amount transferred to Hamilton Opportunity Fund SPC is \$150,000.00 USD. Upon information and belief, these funds were transferred into account number 5090042770 at Silvergate Bank, held in the name of "Hamilton Opportunity Fund SPC" and seized by the Government on or about September 18, 2022 (23-FBI-000074), as well as among other assets of the Forfeited Accounts.
28. Petitioner never received any funds, investment, material benefit, or equivalence back from Defendants or any other party, and suffers a loss of \$150,000.00 USD in her Hamilton Investment.
29. Petitioner was not involved in, nor was aware of the the commission of the acts which gave rise to the forfeiture of the Forfeited Accounts under 21 U.S.C. § 853.
30. Petitioner was not consulted prior to the entry of the Forfeiture Order. Petitioner had no

knowledge that Defendant Wang consented to forfeit the Property.

31. Petitioner has a superior and/or vested legal right, title, or interest in the Hamilton Investment under 21 U.S.C. § 853(n)(6)(A) as an investor and shareholder, which Defendant Wang had no authority to agree to forfeit, and which renders the Forfeiture Order invalid in part.
32. In the alternative, Petitioner is a bona fide purchaser for value of her interest in the Hamilton Investment under 21 U.S.C. § 853(n)(6)(B), and was at the time of purchase reasonably without cause to believe that the property was subject to forfeiture, as she provided the Hamilton Investment to the Defendants under false and fraudulent pretenses.
33. In the alternative, Petitioner is a victim of the Defendants, having been deprived of her Hamilton Investment through unlawfully means, and is entitled to its return.
34. Petitioner is entitled under law to have her Hamilton Investment excluded from the Forfeited Accounts and returned to her custody.

#### **IV. H Coin Investment**

35. In 2021, the Petitioner was solicited, by the Defendants and/or their associates, to invest in H Coins from Himalaya Exchange via Himalaya Farm.
36. In March 2021, Petitioner was told by Defendants and/or their associates that if she makes an immediate cash deposit, she will earn an exclusive right to purchase a cryptocurrency, H Coins, at a heavily discounted price. Petitioner was made to believe that the value of H Coins will skyrocket in a few years.
37. As a result of these claims and promises, the Petitioner invested a total of \$15,000.00 (fifteen thousand USD) towards H Coins, as described below.
38. On or about March 22, 2021, Petitioner wired \$15,000.00 USD to a personal intermediary.

(Wire receipt and statement attached hereto as *Exhibit "H"*). This intermediary then on March 23 forwarded this amount to a recipient operating as "Wonderhome Decor Inc." as instructed by the Defendants and/or their associates. (Bank statement attached hereto as *Exhibit "B"*)

39. On or about October 22, 2021, Petitioner entered into a contract with UK Himalaya Ltd to apparently convert this \$15,000.00 USD investment into an undetermined amount of H Coins for \$0.10 per unit. (Contract attached hereto as *Exhibit "I"*)
40. The total amount transferred to purchase H Coins is \$15,000.00 USD. Upon information and belief, these funds were transferred into Forfeited Accounts at FV Bank and/or Mercantile Bank International belonging to entities associated with Himalaya Exchange and/or H Coins, as well as among other assets of the Forfeited Accounts.
41. Petitioner never received access to the H Coins that she purportedly purchased. Petitioner has never been able to sell or otherwise trade her H Coins.
42. Petitioner never received any funds, investment, material benefit, or equivalence back from Defendants or any other party, and suffers a loss of \$15,000.00 USD in H Coins, Himalaya Exchange, Himalaya Farm, and/or related entities.
43. Petitioner was not involved in, nor was aware of the the commission of the acts which gave rise to the forfeiture of the Forfeited Accounts under 21 U.S.C. § 853.
44. Petitioner was not consulted prior to the entry of the Forfeiture Order. Petitioner had no knowledge that Defendant Wang consented to forfeit the Property.
45. Petitioner has a superior and/or vested legal right, title, or interest in the H Coin Investment under 21 U.S.C. § 853(n)(6)(A) as an investor and shareholder, which Defendant Wang had no authority to agree to forfeit, and which renders the Forfeiture Order invalid in part.
46. In the alternative, Petitioner is a bona fide purchaser for value of her interest in the H Coin

Investment under 21 U.S.C. § 853(n)(6)(B), and was at the time of purchase reasonably without cause to believe that the property was subject to forfeiture, as she provided the H Coin Investment to the Defendants under false and fraudulent pretenses.

47. In the alternative, Petitioner is a victim of the Defendants, having been deprived of her H Coin Investment through unlawfully means, and is entitled to its return.

48. Petitioner is entitled under law to have her H Coin Investment excluded from the Forfeited Accounts and returned to her custody.

### V. Petition for Relief

49. In sum, Petitioner has invested a total of \$467,680 USD into the Defendants' various ventures, summarized as follows:

	Investment	Amount	Manner of Transfer	Exhibit Number(s)
1	G CLUBS	\$50,000.00	Wire transfer	A , B
2	G CLUBS	\$50,100.00	Personal check	C
3	G CLUBS	\$50,080.00	Personal check	D
4	G CLUBS	\$150,000.00	Personal check	D
5	G CLUBS	\$2,500.00	Personal check	E
6	Hamilton Opportunity Fund SPC	\$150,000.00	Wire transfer	F, G
7	H Coins / Himalaya Exchange	\$15,000.00	Wire transfer	H, B, I
	<b>Total:</b>	<b>\$467,680.00</b>		

50. Petitioner was made aware of the Order of Forfeiture by viewing it at [www.forfeiture.gov](http://www.forfeiture.gov) (which was published from February 6, 2025 through March 7, 2025) noting that: “Any person, other than the defendant(s) in this case, claiming interest in the forfeited property must file an ancillary petition within 60 days of the first date of publication (February 06, 2025) of this Notice”.



51. Petitioner has filed this petition in a timely manner.

WHEREFORE, Petitioner respectfully requests and petitions this Court:

- a) to amend the Forfeiture Order to exclude the Property of \$467,680.00 USD, or a portion thereof as the Court deems just and proper, in which Petitioner has a right, title, and interest as an innocent third party, superior interest, and/or a bona fide purchaser for value, and to return the excluded amount to the Petitioner's custody;
- b) for a hearing pursuant to 21 U.S.C. § 853(n) on any disputed matters;
- c) in the alternative, and in the event that this Petition is denied, Petitioner hereby respectfully asserts a claim for compensation for her interest in the Property;
- d) in the alternative, and in the event that this Petition is denied, Petitioner hereby respectfully moves this Court to be granted restitution and/or payment of the Property through the remission process;
- e) for such other and further relief as the Court deems just and proper.

Dated: March 31, 2025

Respectfully Submitted,



Chun Lin

Petitioner

(267) 979-3503

**VERIFICATION**

I attest and declare under penalty of perjury that my petition is not frivolous and the information provided in support of my petition is true and correct to the best of my knowledge and belief.

A handwritten signature in black ink, appearing to read 'Chun Lin', with a stylized, flowing script.

Chun Lin

Executed on March 31, 2025 in Coquitlam, British Columbia, Canada

Exhibit “A”

ROYAL BANK OF CANADA  
COQUITLAM BC-COMO LAKE VILLAGE

ROYAL FUNDS TRANSFER  
2021 MAR 20

CL  
C3

Branch Ref No...	01240-21079-199998	Value Date.....	2021 MAR 22
ICN.....	From	Send Ref....	
Payment Amount.....\$	50,200.00	USD	Charges For... Sender
Client Rate.....	1.00000000		Serial No.....
Conversion Amount.....\$			
Wire Payment Fee Sep Dr \$	45.00	CAD	
Not Present Fee.....\$	0.00	CAD	
IBAN Fee.....\$	0.00	CAD	
Total Fees.....\$	45.00	CAD	
Client Pays (Princ).....\$	50,200.00	USD	SRF Client No. [REDACTED] 2629
Sender Pays (Fees).....\$	45.00	CAD	

Ordering Customer:  
CHUN LIN

Remittance Information:  
BANK ADDRESS 875 SAW MILL RIVER RD  
ARDSLEY, NEW YORK

Debit Branch Name (Princ)...	COQUITLAM BC-COQUITLAM TWN CTR	Account
JOINT-OR.....	01260 452-277-7	
Debit Branch Name (Fees)...	BURNABY BC-MAIN BR-BURNABY	
	06880 505-397-0	

Intermediary Institution:

Account With Institution:  
FED ABA 021000021  
( ABA 0210 00021 )  
JPMORGAN CHASE BANK, NA  
JPMCHASE  
NEW YORK

Beneficiary Account: [REDACTED] 6208

Beneficiary Customer:  
J [REDACTED] TANG

Sender To Receiver

Instruction Code:



Additional charges may be deducted from the payment amount by the receiving bank and/or its intermediaries ("Receiving Bank"). If this payment cannot be completed for any reasons beyond the control of Royal Bank of Canada ("RBC") you may ask RBC for a refund and RBC shall make best efforts to secure a refund from Receiving Bank and return those amounts to you. If conversion of funds is requested, the rate of exchange will be RBC's rate established at the time the refund is converted. If you need to make an inquiry regarding this payment or if you ask that RBC attempt to amend or cancel this payment, additional charges will apply (except in cases where an error has been established on the part of RBC or the Receiving Bank). RBC may, in its discretion and without notice to you, delay in making the payment or decide not proceed with the payment, in which case RBC shall refund of the payment amount and any applicable fees.

RBC will not be responsible for any loss or damage suffered by you except where there has been negligence on the part of RBC, and in any such case RBC will not be liable for any indirect, consequential or exemplary damages (including but not limited to loss of profits), regardless of the cause of action. In making the payment, your personal or business information and information on the recipient, may be revealed to third parties. Since the payment will travel, the information related to it will be subject to the laws of the jurisdiction in which the information is located or processed at that time.

SIGNATURE(S): \_\_\_\_\_

Exhibit “B”



JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 -2051

March 04, 2021 through April 05, 2021

Account Number: [REDACTED] 6208

## CUSTOMER SERVICE INFORMATION

Web site:	<b>Chase.com</b>
Service Center:	<b>1-800-935-9935</b>
Deaf and Hard of Hearing:	<b>1-800-242-7383</b>
Para Espanol:	<b>1-877-312-4273</b>
International Calls:	<b>1-713-262-1679</b>

00169888 DRE 802 219 09621 NNNNNNNNNNNN 1 000000000 03 0000

J [REDACTED] TANG

## CHECKING SUMMARY

Chase Total Checking

	AMOUNT
<b>Beginning Balance</b>	<b>\$1,954.64</b>
Deposits and Additions	135,504.99
Electronic Withdrawals	-130,919.41
Fees	-155.00
<b>Ending Balance</b>	<b>\$6,385.22</b>

TRANSACTION DETAIL

[illegible]

## TRANSACTION DETAIL *(continued)*

Page 2 of 4



March 04, 2021 through April 05, 2021

Account Number: [REDACTED] 6208

A Monthly Service Fee was **not** charged to your Chase Total Checking account. Here are the three ways you can avoid this fee during any statement period.

- **Have electronic deposits made into this account totaling \$500.00 or more, such as payments from payroll providers or government benefit providers, by using (i) the ACH network, (ii) the Real Time Payment network, or (iii) third party services that facilitate payments to your debit card using the Visa or Mastercard network.** (Your total electronic deposits this period were \$58,500.00. Note: some deposits may be listed on your previous statement)
- **OR, keep a balance at the beginning of each day of \$1,500.00 or more in this account.** (Your balance at the beginning of each day was \$160.33)
- **OR, keep an average beginning day balance of \$5,000.00 or more in qualifying linked deposits and investments.** (Your average beginning day balance of qualifying linked deposits and investments was \$29,561.32)

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC





March 04, 2021 through April 05, 2021  
Account Number: [REDACTED] 6208

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Exhibit “C”



P.O. Box 15284  
Wilmington, DE 19850

LI PING TANG  
CHUN LIN



#### Customer service information

📞 Customer service: 1.800.432.1000

En Español: 1.800.688.6086

🌐 [bankofamerica.com](https://www.bankofamerica.com)

✉️ Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Adv Plus Banking

for April 22, 2021 to May 19, 2021

LI PING TANG CHUN LIN

Account number: [REDACTED] 3575

### Account summary

Beginning balance on April 22, 2021	\$56,141.62
Deposits and other additions	0.00
Withdrawals and other subtractions	-1,007.55
Checks	-50,100.00
Service fees	-0.00
Ending balance on May 19, 2021	\$5,034.07

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SSM-01-21-3113B | 3414765

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Bank of America, N.A. Member FDIC and



Equal Housing Lender



LI PING TANG | Account # [REDACTED] 3575 | April 22, 2021 to May 19, 2021

## Withdrawals and other subtractions

Date	Description	Amount
[REDACTED]	[REDACTED]	[REDACTED]
Total withdrawals and other subtractions		-\$1,007.55

## Checks

Date	Check #	Amount
04/23/21		-50,100.00
Total checks		-\$50,100.00
Total # of checks		1

¿Estados de cuenta en español?  
¡Podemos hacerlos para usted!

Llame al **800.688.6086** o visite  
su centro financiero más cercano.

Se aplican exclusiones. No se encuentra disponible para cuentas comerciales,  
Merrill, Private Bank y Pequeñas Empresas.

Statements in Spanish?  
We can do that for you!

Call **800.432.1000**, or visit  
your nearest financial center.

Exclusions apply. Not available for Commercial, Merrill, Private Bank  
and Small Business accounts.

SSM-07-20-0686B | 3172518

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**BANK OF AMERICA**



LI PING TANG | Account # [REDACTED] 3575 | April 22, 2021 to May 19, 2021

## Check images

Account number: [REDACTED] 3575

Amount: \$50,100.00

		0052 12-111216 BA
<u>April 22, 2021</u>		
Pay to the order of <u>G Club Operations LLC</u>		\$ 50,100.00
<u>Fifty Thousand one hundred only</u>		
Bank of America		
The Signature		
Order No. <u>A62104030731431</u>		<u>[Signature]</u>
⑆ 250000 [REDACTED] 3 575⑆		0052

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Exhibit “D”

**BANK OF AMERICA**

P.O. Box 15284  
Wilmington, DE 19850

**Customer service information**

📞 Customer service: 1.800.432.1000

En Español: 1.800.688.6086

🌐 bankofamerica.com

📍 Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

LI PING TANG  
CHUN LIN

**Your Adv Plus Banking**

for September 22, 2021 to October 20, 2021

LI PING TANG CHUN LIN

Account number: [REDACTED] 3575

**Account summary**

Beginning balance on September 22, 2021	\$207,550.43
Deposits and other additions	0.00
Withdrawals and other subtractions	-0.00
Checks	-200,080.00
Service fees	-0.00
<b>Ending balance on October 20, 2021</b>	<b>\$7,470.43</b>

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<sup>1</sup>Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply. SSM-06-21-00668 | 3600544

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Equal Housing Lender



LI PING TANG | Account # [REDACTED] 3575 | September 22, 2021 to October 20, 2021

## Checks

Date	Check #	Amount
09/29/21	53	-50,080.00

Date	Check #	Amount
10/13/21	54	-150,000.00
<b>Total checks</b>		<b>-\$200,080.00</b>
<b>Total # of checks</b>		<b>2</b>

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- Find ways to save.
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SSM-10-20-0894B | 3371116

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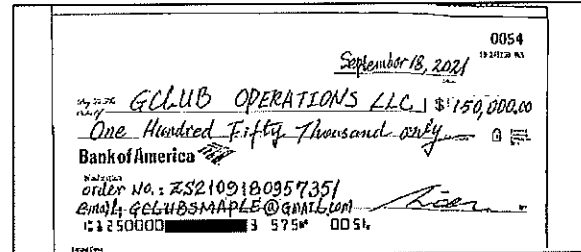
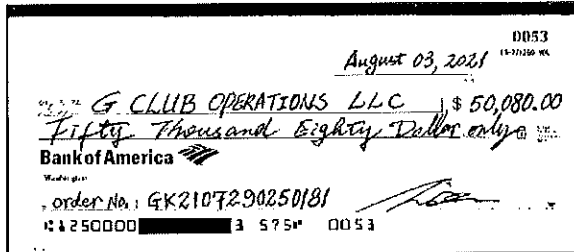
# BANK OF AMERICA

LI PING TANG | Account # [REDACTED] 3575 | September 22, 2021 to October 20, 2021

## Check images

Account number: [REDACTED] 3575  
Check number: 53 | Amount: \$50,080.00

Check number: 54 | Amount: \$150,000.00



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Exhibit “E”



**BANK OF AMERICA**

P.O. Box 15284  
Wilmington, DE 19850

LI PING TANG  
CHUN LIN  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Customer service information**

📞 Customer service: 1.800.432.1000

En Español: 1.800.688.6086

🌐 bankofamerica.com

📍 Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

🔔 Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

**Your Adv Plus Banking**

for April 21, 2022 to May 19, 2022

Account number: [REDACTED] 3575

**LI PING TANG CHUN LIN**

**Account summary**

Beginning balance on April 21, 2022	\$4,905.50
Deposits and other additions	4,000.00
Withdrawals and other subtractions	-0.00
Checks	-2,500.00
Service fees	-0.00
<b>Ending balance on May 19, 2022</b>	<b>\$6,405.50</b>

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Make more informed decisions with education and guidance from Better Money Habits®.

- Tackle financial stress.
- Find ways to save.
- Get information and ideas on a variety of money-related topics.

Get started today at **BetterMoneyHabits.com**.

SSM-09-21-0034B | 3713953

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Bank of America, N.A. Member FDIC and  Equal Housing Lender



LI PING TANG | Account # [REDACTED] 3575 | April 21, 2022 to May 19, 2022

## Deposits and other additions

Date	Description	Amount
[REDACTED]	[REDACTED]	[REDACTED]
Total deposits and other additions		\$4,000.00

## Checks

Date	Check #	Amount
04/22/22	55	-2,500.00
Total checks		-\$2,500.00
Total # of checks		1

Braille and Large Print Request - You can request a copy of this statement in Braille or Large Print by calling 800.432.1000 or going to [bankofamerica.com](http://bankofamerica.com) and enter Visually Impaired Access from the home page.

## Invest your way with Merrill

Get a range of personalized tools and advice to help you pursue your investing goals. Get started at [merrilledge.com/InvestYourWay](http://merrilledge.com/InvestYourWay).



**Investing in securities involves risk, and there is always potential of losing money when you invest in securities.**

Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S" or "Merrill") makes available certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation ("BoFA Corp."). MLPF&S is a registered broker-dealer, registered investment adviser, Member SIPC and a wholly owned subsidiary of BoFA Corp. Banking products are provided by Bank of America, N.A., and affiliated banks, Members FDIC and wholly owned subsidiaries of BoFA Corp.

Investment products:

Are Not FDIC Insured

Are Not Bank Guaranteed

May Lose Value

SSM-01-22-2457 B | 4359409

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LI PING TANG | Account # [REDACTED] 3575 | April 21, 2022 to May 19, 2022

## Check images

Account number: [REDACTED] 3575  
Check number: 55 | Amount: \$2,500.00

0055 19-01/10 BK	
April 17, 2022	
Pay to the order of G Club Operations LLC	\$2,500.00
Twenty Five Hundred and no/100ths	
Bank of America	
Membership No.: 1600440010000123	
Email: elndytr@1916m@kernval.com	
1 250000	5 595 0055

## Important Messages - Please Read

We want to make sure you stay up-to-date on changes, reminders, and other important details that could impact you.

### More Great News!

On March 4, 2022, we stopped charging Returned Item Chargeback fees on personal and small business checking accounts if a check or item that we cashed for you or accepted for deposit to your account is returned to us unpaid.

Earlier this year, we also announced these changes:

- NSF: Returned Item Fees are no longer charged if we DECLINE or RETURN an item unpaid when there are not enough funds in your account to cover it.
- Starting May 24, 2022 - Overdraft Protection Transfer Fees will no longer be charged for transfers to your checking account from your linked backup account(s) through Balance Connect(TM) for overdraft protection.

Keep in mind, overdraft protection transfers from credit accounts and home equity lines of credit will continue to accrue interest, and transfers from personal savings accounts may still lead to a Withdrawal Limit Fee, as they do today.

We are also reducing overdraft fees on personal and small business checking accounts.

- Starting May 24, 2022 - Overdraft Item Fees will be lowered from \$35 to \$10 for each item we PAY when there are not enough funds to cover it, resulting in an overdraft on your account. We will also charge no more than two of these fees each day on any checking account (previously up to four fees were charged each day).

These fee changes and earlier changes over the last decade, together with industry-leading solutions, are helping our clients create long-term financial wellness and avoid overdraft fees.

---

## Exhibit “F”



Branch: 9324 COQUITLAM TOWN CTRE  
1140 JOHNSON ST  
COQUITLAM, BC

Date: Mar 29, 2022, 11:26 AM  
Ref #: 00331389/6 - ZABD

From: 9324-71\*\*\*43  
Debit Memo  
LIN C

150,000.00 USD

To: Wire Payment

HAMILTON  
OPPORTUNITY FUND  
SPC

Payment ID  
220329B3978800

150,000.00 USD

To: 9324-469 Wire Processing  
Fee

25.00

To: 9324-469 Wire Service Fee

25.00

From: 9324-69\*\*\*92  
Withdrawal  
LIN C

50.00

Account Balances:

9324-71\*\*\*43: 1,586.62 USD

9324-69\*\*\*92: 5,535.06

---

Thank You for banking with TD.  
For information call  
EasyLine 1-866-222-3456  
or visit [td.com](http://td.com)



**Wire Payment Agreement**

Thank you for choosing TD to complete your wire payment. Before signing, please read the Agreement below to be sure you understand your rights, responsibilities, and risks in relation to the wire payment.

**Legal Name:**  
MRS CHUN LIN

**Date:**  
March 29, 2022

**Wire Payment ID:**  
220329B3978800

**Street Address:**  
[REDACTED]

**Branch:**  
09324

**Financial Transaction ID:**  
00331389

**City:**  
[REDACTED]

**Province/State:**  
[REDACTED]

**Wire Payment Amount:**  
150,000.00 (USD)

**Country:**  
CANADA (CA)

**TD Service Fee:**  
50.00 (CAD)

**Customer Account:**  
[REDACTED] 9043

**Wire Recipient:**  
HAMILTON OPPORTUNITY FUND SPC

**Wire Recipient's Financial Institution:**  
SILVERGATE BANK

**Street Address:**  
4250 EXECUTIVE SQUARE SUITE 300

**Street Address:**  
4250 EXECUTIVE SQUARE SUITE 300

**City:**  
LA JOLLA

**Province/State:**  
CA

**City:**  
LA JOLLA

**Province/State:**  
CA

**Country:**  
UNITED STATES (US)

**Country:**  
UNITED STATES (US)

**Account#/IBAN:**  
5090042770

**Bank Code:**  
SIVGUS66

**Customer Code:**

**Intermediary Bank Account#:**

**Reviewing This Wire Payment Agreement**

In this Agreement, you will find the following information:

- Section 1: Wire Payment Process
- Section 2: Wire Payment Fees
- Section 3: Returned, Held, or Rejected Payments
- Section 4: Legal Responsibilities
- Table 1: Wire Payment Fees Charged By TD's Correspondent Bank Relationships

In addition, we use the following terms throughout the Wire Payment Agreement (the *Agreement*) and want to make sure you understand what they mean:

*You* and *your* refer to the Customer.

*We*, *us*, *our*, and *TD* refer to The Toronto-Dominion Bank.

**Section 1: Wire Payment Process****1.1 What does your signature authorize?**

By signing this Agreement, you:

- **Confirm** that the information on page 1 is accurate and complete.
- **Agree** to the terms and conditions outlined in this Agreement.
- **Agree** to pay all fees related to the wire payment as outlined in this Agreement.
- **Authorize** us to send the wire payment based on the information you provide us.

**1.2 Why is providing correct information important?**

We will process the wire payment based on the information you provide us. Please make sure all information for your intended Wire Recipient is correct, as we will send the wire payment based on that information. If you provide the wrong account number or name, the Wire Recipient's Financial Institution may credit that account, even if you intended to send money

## Exhibit “G”



N Ti <jnt74191@gmail.com>

## Fwd: Hamilton M&A Fund SP - Subscription Payment

1 message

Liping Tang <lancelptang@gmail.com>  
To: Jnt74191@gmail.com

Wed, Mar 12, 2025 at 1:22 PM

Sent from my iPhone

Begin forwarded message:

**From:** transfer.agency@navconsulting.net  
**Date:** April 3, 2022 at 1:34:49 PM GMT+9  
**To:** david.fallon@hamilton-im.com, lancelptang@gmail.com  
**Subject:** RE: Hamilton M&A Fund SP - Subscription Payment

Hello Chun,  
We confirm the receipt of \$149,990 in bank account.

**Nikhar Garg**  
Transfer Agency Department



**NAV Fund Administration Group**  
NAV Consulting | NAV Cayman | NAV Backoffice  
P: 1.630.954.1919, P: 1.345.946.5006  
F: 1.630.596.8555, F: 1.345.946.5007, F: 1.630.954.2881  
www.navconsulting.net

Ticket No: 01068237

Connect with us:



**Disclosure.** This message is intended for the addressee only and may contain confidential or privileged information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to this message and please delete it from your computer. NAV Consulting, Inc. and NAV Fund Services (Cayman) Ltd. reserve the right to monitor all e-mail communications through their respective networks. Internet communications may not be secure or error-free and may contain viruses in addition to being subject to possible data corruption of accidental or intentional cause. This e-mail is not and should not be construed as an offer or the solicitation of an offer to purchase or subscribe or sell or redeem any investments.

**From:** David.Fallon@Hamilton-IM.com  
**Sent:** Wednesday, Mar 30, 2022 10:51 AM  
**To:** lancelptang@gmail.com  
**Cc:** transfer.agency@navconsulting.net  
**Subject:** RE: Hamilton M&A Fund SP - Subscription Payment

CAUTION: External Email

Thank you, I have cc our fund administrator to confirm receipt.

Thanks David

**From:** Liping Tang <lancelptang@gmail.com>  
**Sent:** 30 March 2022 04:37  
**To:** David Fallon <David.Fallon@Hamilton-IM.com>  
**Subject:** Re: Hamilton M&A Fund SP - Subscription Payment

Hi David,

I would like to inform you that my wire transfer for US \$150,000 was successfully sent via TD Canada Trust today. Could you please kindly tell me if I need to send a confirmation email to the administrator? Thank you.

Kind Regards,

Chun Lin

Sent from my iPhone

On Mar 24, 2022, at 4:10 AM, David Fallon <David.Fallon@hamilton-im.com> wrote:

Hi Chun,

Sorry I thought you had the details. Please inform our fund administrator on the following email address of the updated bank details.

Please let me know if you need any further help.

NAV Investor Services transfer.agency@navconsulting.net

Thanks David

**From:** Liping Tang <lancelptang@gmail.com>  
**Sent:** 24 March 2022 02:11  
**To:** David Fallon <David.Fallon@Hamilton-IM.com>  
**Subject:** Re: Hamilton M&A Fund SP - Subscription Payment

Hi David,

It is very strange bank, which made me crazy. Yes, the new bank account is the same name I signed on my subscription document. Could you please kindly send me your fund administrator email address and personal name. Thank you.

Kind regards,

Chun Lin

Sent from my iPhone

On Mar 23, 2022, at 3:59 AM, David Fallon <David.Fallon@hamilton-im.com> wrote:

Hi Chun Lin,

This is strange behaviour from this bank. Can you please send you updated wiring details to our fund administrator. Can you ensure the new bank account is in the same name as the name you signed on your subscription document.

Thanks David

**From:** Liping Tang <lancelptang@gmail.com>  
**Sent:** 23 March 2022 05:54  
**To:** David Fallon <David.Fallon@Hamilton-IM.com>  
**Subject:** Re: Hamilton M&A Fund SP - Subscription Payment

Hi David,

Thank you so much for your email.

Unfortunately, RBC Royal Bank refused to send the Wire Transfer with no excuse (please see below a copy of follow up email from RBC), and let me draft funds to other banks to send this Wire Transfer. I did and I'm willing to try TD bank.

Could you please kindly tell me if I must notify the change to the Wiring Instructions of Record to the Administrator? Thank you.

Follow up from RBC

[[As per our discussion today, we here at RBC were not willing to send the Wire Transfer, based on the information provided. In the disclosure attachment it does state

- We may, in our complete discretion, and without notice to you, decline or refuse to act on an instruction that appears to be given by you, including instructions relating to post-dated payments, or if we believe that you, the recipient of any payment or any other party standing to benefit is engaging in fraudulent, unlawful or improper activity, or that an error or mistake has occurred.

I hope this helps clarify ]]

Kind Regards,

Chun Lin

Sent from my iPhone

On Mar 22, 2022, at 11:34 AM, David Fallon  
<David.Fallon@hamilton-im.com> wrote:

Hi Chun Lin,

**From:** Liping Tang <lancelptang@gmail.com>  
**Sent:** 18 March 2022 22:44  
**To:** David Fallon <David.Fallon@Hamilton-IM.com>  
**Subject:** Re: Hamilton M&A Fund SP - Subscription Payment

Hi David,

Thank you for your email.

Could you please kindly tell me the address of account name, Hamilton Opportunity Fund SPC on behalf of Hamilton M&A Fund SP, as my bank requirement to wire fund. Thank you.

Kind Regards,

Chun Lin

Sent from my iPhone

On Mar 17, 2022, at 11:06 AM, David Fallon <David.Fallon@hamilton-im.com> wrote:

Hi Chun Lin,

Yes you can still subscribe to the fund , we have extended the subscription deadline.

Please proceed to make your payment to the fund.

Thanks David

-----Original Message-----

**From:** Liping Tang  
<lancelptang@gmail.com>  
**Sent:** 16 March 2022 19:34  
**To:** David Fallon  
<David.Fallon@Hamilton-IM.com>  
**Subject:** Hamilton M&A Fund SP - Subscription Payment

Dear Mr. David Fallon,

I missed Class B subscription day.  
Can I still pay now? Thank you.

Kind Regards,

Chun Lin

Sent from my iPhone

#### **Disclaimer**

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer and more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

Please use the following address :

**Fund Address:** 4250 Executive Square Suite 300 La Jolla,  
CA 92037

Thanks David

**From:** Liping Tang <lancelptang@gmail.com>  
**Sent:** 22 March 2022 03:20  
**To:** David Fallon <David.Fallon@Hamilton-IM.com>  
**Subject:** Re: Hamilton M&A Fund SP - Subscription Payment

Hi David,

Thank you. However, in regards to the wire transfer information from my bank RBC Royal Bank, it states a physical address is required and a PO Box will not be accepted. Is there any alternative? Thank you.

Kind Regards,

Chun Lin

Sent from my iPhone

On Mar 21, 2022, at 5:12 AM, David Fallon  
<David.Fallon@hamilton-im.com> wrote:

Hi Chun,

**Fund Address:**  
Genesis Building, 5th Floor, Genesis Close, PO Box  
446 Grand Cayman KY1-1106, Cayman Islands

Thanks David



## Exhibit “H”

## Wire Payment Agreement



Branch: 9313 PORT MOODY  
110 BREW ST UNIT 1  
PORT MOODY, BC

Date: Mar 22, 2021, 04:11 PM  
Ref #: 00168277/5 - ZBIR

From: 9324-71\*\*\*43  
Debit Memo  
LIN C

15,000.00 USD

To: Wire Payment

J [REDACTED] TANG

Payment ID  
210322B9046900

15,000.00 USD

To: 9313-469 Wire Processing  
Fee

25.00

To: 9313-469 Wire Service Fee

25.00

From: 9324-69\*\*\*92  
Withdrawal  
LIN C

50.00

Account Balances:

9324-71\*\*\*43: 6,308.07 USD

9324-69\*\*\*92: 5,241.60

your wire payment. Before signing, please read the Agreement  
rights, responsibilities, and risks in relation to the wire payment.

Date:  
March 22, 2021

Wire Payment ID:  
210322B9046900

Branch:  
09313

Financial Transaction ID:  
00168277

Province/State:

Wire Payment Amount:  
15,000.00 (USD)

TD Service Fee:  
50.00 (CAD)

Wire Recipient's Financial Institution:  
JP MORGAN CHASE BANK NATIONAL ASSOC

Street Address:  
875 SAW MILL RIVER ROAD

Province/State:

City:  
ARDSLEY

Province/State:  
NY

Country:  
UNITED STATES (US)

Bank Code:  
CHASU33

Intermediary Bank Account#:

Agreement

## Section 1: Wire Payment Process

Information:

### 1.1 What does your signature authorize?

By signing this Agreement, you:

- Confirm that the information on page 1 is accurate and complete.
- Agree to the terms and conditions outlined in this Agreement.
- Agree to pay all fees related to the wire payment as outlined in this Agreement.
- Authorize us to send the wire payment based on the information you provide us.

its

Correspondent

At the Wire  
make sure

### 1.2 Why is providing correct information important?

We will process the wire payment based on the information you provide us. Please make sure all information for your intended Wire Recipient is correct, as we will send the wire payment based on that information. If you provide the wrong account number or name, the Wire Recipient's Financial Institution may credit that account, even if you intended to send money

ion Bank.

Thank You for banking with TD.  
For information call  
EasyLine 1-866-222-3456  
or visit td.com

**Wire Payment Agreement**

Thank you for choosing TD to complete your wire payment. Before signing, please read the Agreement below to be sure you understand your rights, responsibilities, and risks in relation to the wire payment.

**Legal Name:**  
MRS CHUN LIN

**Date:**  
March 22, 2021

**Wire Payment ID:**  
210322B9046900

**Street Address:**  
[REDACTED]

**Branch:**  
09313

**Financial Transaction ID:**  
00168277

**City:**  
[REDACTED]

**Province/State:**  
[REDACTED]

**Wire Payment Amount:**  
15,000.00 (USD)

**Country:**  
[REDACTED]

**TD Service Fee:**  
50.00 (CAD)

**Customer Account:**  
[REDACTED] 9043

**Wire Recipient:**  
J [REDACTED] TANG

**Wire Recipient's Financial Institution:**  
JP MORGAN CHASE BANK NATIONAL ASSOC

**Street Address:**  
[REDACTED]

**Street Address:**  
875 SAW MILL RIVER ROAD

**City:**  
[REDACTED]

**Province/State:**  
[REDACTED]

**City:**  
ARDSLEY

**Province/State:**  
NY

**Country:**  
[REDACTED]

**Country:**  
UNITED STATES (US)

**Account#/IBAN:**  
[REDACTED] 6208

**Bank Code:**  
CHASU33

**Customer Code:**

**Intermediary Bank Account#:**

**Reviewing This Wire Payment Agreement**

In this Agreement, you will find the following information:

- Section 1: Wire Payment Process
- Section 2: Wire Payment Fees
- Section 3: Returned, Held, or Rejected Payments
- Section 4: Legal Responsibilities
- Table 1: Wire Payment Fees Charged By TD's Correspondent Bank Relationships

In addition, we use the following terms throughout the Wire Payment Agreement (the *Agreement*) and want to make sure you understand what they mean:

*You* and *your* refer to the Customer.

*We*, *us*, *our*, and *TD* refer to The Toronto-Dominion Bank.

**Section 1: Wire Payment Process****1.1 What does your signature authorize?**

By signing this Agreement, you:

- **Confirm** that the information on page 1 is accurate and complete.
- **Agree** to the terms and conditions outlined in this Agreement.
- **Agree** to pay all fees related to the wire payment as outlined in this Agreement.
- **Authorize** us to send the wire payment based on the information you provide us.

**1.2 Why is providing correct information important?**

We will process the wire payment based on the information you provide us. Please make sure all information for your intended Wire Recipient is correct, as we will send the wire payment based on that information. If you provide the wrong account number or name, the Wire Recipient's Financial Institution may credit that account, even if you intended to send money

Exhibit “I”

UK Himalaya LTD  
英国伦敦喜庄园农场

22/10/2021

Name of the HF Member: UK2020N514

[REDACTED]

[REDACTED]

Dear Chun Lin

**Himalaya Exchange**  
**Preference and discounted H Coin rate to \_\_\_\_\_**  
**Letter of Agreement**

I am pleased to inform you that, in recognition of the contributions made by you, whose full name and details appear above and below ("HF Member") in helping support the visions of the Himalaya Farm ("HF") to achieve its missions and visions, HF has successfully procured from Himalaya Exchange (the "Exchange") a favorable benefit namely to agree to grant you, the HF Member, the opportunity to subscribe \_\_\_\_\_ Himalaya Coin ("H Coin") from the Exchange at a preferred and discounted rate of United States Dollar ten (10) cents (US\$ 0.10) per H Coin (the "Preference HF Rate Option"), before the official launch of H Coin to the general public for open market trading.

**Binding and Enforceable Agreement**

1. You acknowledge and understand that HF has successfully negotiated for the specific benefit of its members, being the discounted rate of the H Coin, which is presented to you in the form of this Preference HF Rate Option.
2. The Preference HF Rate Option, and the priority to purchase Himalaya Coin was negotiated by the HF as a benefit to its members, and is hereby acknowledged by you, the member, as good and valuable consideration for

HF Member initials: CL

1

your support of the visions, and strict adherence to the rules and ideology of HF ("HF Member Contribution").

3. By signing this letter, you hereby consent to accepting HF's offer of the Preference HF Rate Option, as good and valuable consideration for your HF Member Contribution, and hereby consent and agree that this entire letter shall be treated as a binding and enforceable agreement ("Letter of Agreement") between the Parties (HF and HF Member), in relation to the Preference HF Rate Option.

#### **Warrants and Undertakings**

4. You acknowledge that by signing this Letter of Agreement, you fully understand and agree that the Preference HF Rate Option being offered is on the condition of you fully and indefinitely agreeing to undertake and comply with the terms, warranties and undertakings as outlined herein.
5. A material term of this Letter of Agreement is that you hereby irrevocably consent, to fully and indefinitely complying with the following warranties and undertakings:
  - (a) You warrant and confirm that you are a member of the HF and therefore subscribe to the rules and ideology of the HF ("Subscribing HF Member").
  - (b) As a Subscribing HF Member, you warrant and confirm that you abide by the rules and ideology of the HF and acknowledge that you understand that the mission of the HF can only be achieved with each subscribing HF member's strict and committed adherence to the rules and ideology of the HF ("HF Commitment").
  - (c) You warrant and understand that the offer of the Preference HF Rate Option was made to you in exchange for your continued HF Commitment and by signing this Letter of Agreement, you hereby consent to NOT performing the following, to allow you to benefit and continue benefitting from the Preference HF Rate Option:
    - i. You undertake to not taking any action, endorsing any action or facilitating any action, whether directly or indirectly, anything which is intended to, or goes against the core values and ideals of HF.

HF Member initials: \_\_\_\_\_CL

- ii. You undertake to not take any action, endorsing any action or facilitating any action, whether directly or indirectly, anything which is intended to, or could potentially hurt or damage the mission and ideology of HF.
- iii. You undertake to not demonstrate, whether directly or indirectly, or otherwise facilitate in any form, any support or benefit in any form, to the Chinese Communist Party ("CCP") or any CCP officials.
- iv. You undertake to not take any action, endorsing any action or facilitating any action, whether directly or indirectly, anything which is intended to, or could potentially hurt or damage the reputation or operation of the Exchange.

**Breach and Enforcement of this Letter of Agreement**

- 6. A breach of this agreement amounts to a loss of benefit to HF, which could have been allocated to another member.
- 7. If HF determines with sufficient evidence that you, as the HF Member, have breached any of the above warranties and undertakings, which have entitled you to benefit from the Preference HF Rate Option, such breach shall be considered a material breach of this Letter of Agreement and therefore all rights and benefits attached to the Preference HF Rate Option which you have accrued, benefitted from or which you may become entitled to shall automatically be revoked by HF, and you hereby authorize and consent to notify the Exchange to automatically terminate the benefit.
- 8. As a result of the breach of this agreement, HF can take any necessary legal action whether legal, equitable or other applicable remedy that they deem appropriate in preservation, reimbursement and recovery of the benefit namely the Preference HF Rate Option and Recoverable Sums ("Recoverable Sums") and any other claims or actions arising out of the breach including instructing the Exchange to undertake a forced liquidation of all the H Coins purchased by you under the Preference HF Rate Option. By signing this agreement, you consent to a liquidation of all H Coins purchased by you under the Preference HF Rate Option.
- 9. The Recoverable Sums will be calculated as follows:

HF Member initials: \_\_\_\_\_CL

- i. Value of the H Coin at liquidation minus the Preference HF Rate Option, at US\$0.10 per H Coin.
- ii. The difference of the above being the trading profit, will constitute the "Recoverable Sums". For avoidance of doubt, this is the (Value Price as defined in clause 9(i) above - US\$0.10) x number of H Coin obtained on the Preference HF Rate Option benefit.

10. The "Recoverable Sums" will be payable to HF, no later than five (5) days following receipt of a written demand. The written demand shall be deemed to have been received and effective when delivered to the address listed by the HF Member in this Agreement or at the last known residence of the HF Member.

11. The Recoverable Actions to pursue any Recoverable Sums outlined herein do not limit or waive HF from pursuing any other damages or claims that they may be entitled to pursue, whether at law, equity or other applicable remedy.

12. You hereby irrevocably agree to fully indemnify HF and each of their respective employees, directors, agents and attorneys, from and against all loss, liability, claims, damages and expense (including any expense reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) related to your breach of this Letter of Agreement.

#### **Applicable Law**

13. This Letter of Agreement shall be governed and construed in accordance with the laws of England and Wales.

#### **Severability**

14. If any clause or part-clause of this Letter of Agreement is, or becomes invalid, illegal or unenforceable, this Letter of Agreement shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such

HF Member Initials: GL



modification is not possible, the relevant clause or part-clause shall be deemed deleted. Any modification to or deletion of a clause or part-clause under this clause 14 shall not affect the validity and enforceability of the rest of this Letter of Agreement.

**Acceptance of this Letter of Agreement**

15. This Letter of Agreement constitutes the entire agreement between all the parties herein with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter thereof.


16. By appending your signature to this Letter of Agreement, you are indicating that you hereby irrevocably accept and agreed to be bound by the terms of this Letter of Agreement, effective from the date of this Letter of Agreement as appearing on the first page.

Agreed and accepted by

**HF Member**

**HF**

Signature:   
Printed name: **Chun Lin**

Signature:   
Printed name: **Jianfeng Dai**

Date: **26th, Oct. 2021**

Title: **President**

Date: **22/10/2021**

HF Member initials: **CL**

